

UNITED STATES DEPARTMENT OF TRANSPORTATION (U.S. DOT)**National Highway Traffic Safety Administration (NHTSA)****Cooperative Agreement for
Fatality Analysis Reporting System (FARS)****I. STATEMENT OF AUTHORITY**

This Cooperative Agreement between the **National Highway Traffic Highway Administration**, hereinafter referred to as "NHTSA" or "Agency" and the **Louisiana Department of Transportation**, hereinafter referred to as "Recipient" or "Grantee" is hereby entered into under the authority of the Highway Safety Act of 1966, as amended (23 USC Chapter 4). This Cooperative Agreement provides for the limited exchange of personnel, equipment, facilities and funds to achieve the following purpose(s).

II. BACKGROUND AND PURPOSE

Since 1975, the National Highway Traffic Safety Administration (NHTSA) has operated and maintained the Fatality Analysis Reporting System (FARS). FARS is a national data collection system that contains information on all known motor vehicle traffic crashes in which there was at least one fatality. For the purposes of the FARS program, a reportable fatality is a death that occurs within 30 days of the motor vehicle traffic crash and is a direct result of the crash. Initial identification of fatalities under FARS often comes from police accident reports (PARs) but may come from any available source. Detailed information on the circumstances of the crash and persons and vehicles involved may be obtained from a wide variety of sources including police accident reports, driver licensing files, vehicle registration files, state highway department data, emergency medical services records, medical examiner/coroners reports, toxicology reports, hospital records and death certificates.

FARS is an important resource for NHTSA, the states and the traffic/highway safety community. The FARS data, a census of all fatal traffic crashes in the U.S., help the Agency and others understand and describe the national and state traffic safety environment. FARS data are used to identify problem areas, evaluate safety countermeasures and demonstration programs, and to facilitate the development of traffic safety programs at the national and state levels. FARS data provide a basis for Agency decisions in traffic safety, crashworthiness research, and rulemaking. In addition, the consistency of definitions for data in FARS allows an individual state or geographical area to assess its traffic safety situation in relation to the national experience and that of other states.

The FARS data are gathered, interpreted, coded and entered in each state by individuals referred to as FARS analysts. The analysts are employees of state government agencies under agreement to NHTSA for the support of the FARS program.

III. OBJECTIVES

The objectives of the FARS program are:

- To provide for the collection of specific data on all reportable traffic fatalities that occur within each jurisdiction (the fifty states plus the District of Columbia, Puerto Rico and the Virgin Islands),
- To report basic information on every motor vehicle crash with reportable fatalities within specified time frames,
- To report all required information on each such crash within a specified time frame and
- To encourage the use of the FARS data by members of the traffic and motor vehicle safety community as an important resource for decision making and policy development.

Each state government agency (hereafter referred to as the recipient) under agreement to NHTSA for the purposes of this effort shall furnish the necessary qualified personnel, facilities, materials, supplies, and services to provide all required data on reportable fatalities within the time frames specified below.

IV. SCOPE OF WORK - GENERAL REQUIREMENTS

Each recipient shall perform the following functions:

- Identify all reportable traffic fatalities occurring within its jurisdiction;
- Establish an early notification system within the state FARS process to report qualifying crashes within specified time frames;
- Collect, interpret, code, and enter the required data elements into the NHTSA furnished computer hardware and software within specified time frames;
- Provide any revised, corrected, and/or updated data as soon as they become available;
- Serve as a resource for FARS analysts in other jurisdictions and provide assistance as needed;
- Assure that FARS analysts and supervisors attend and participate in NHTSA sponsored conferences, meetings, and training activities;
- Assist other states as requested by NHTSA in training new FARS staff and supporting FARS data collection activities;
- Submit reports, requests for reimbursement, and other documentation and material to NHTSA as requested; and
- Promote the use and adoption of FARS data in its jurisdiction.

The recipient shall ensure that the requirements of the FARS quality control program, i.e., timeliness, accuracy/consistency and completeness are met. In this regard, the recipient shall establish and maintain coordination and cooperation with all appropriate state and local agencies.

The sources of data to be used in coding a FARS case (i.e., any motor vehicle highway traffic crash resulting in a fatality within 30 days after the date of the crash) may vary from state to state and from case to case. These sources will generally include: the police accident report (PAR); coroner, medical examiner, and/or hospital records; emergency medical services reports; driver licensing files; highway, crash site, and roadway description data; motor vehicle registration records; vital statistics records and/or death certificates.

A. MAJOR TASKS

The specific procedures followed by each jurisdiction and FARS analyst may vary slightly among the states. In each state, the major tasks of the recipient shall include:

- Collecting all available information including PARs to identify motor vehicle crash fatalities;
- Reporting basic information on each crash/fatality within two weeks of the crash/fatality;
- Reporting basic information on each crash/fatality during a holiday period within one day of the end of that holiday period;
- Determining that the crash meets the criteria for inclusion in FARS;
- Requesting necessary information not directly available, e.g., blood alcohol and/or drug content, registration data for out of state vehicles;
- Using all available information to meet the FARS data requirements for each case;
- Matching collected data between various sources and the PAR for validation purposes;
- Analyzing coding conflicts and resolving discrepancies;
- Seeking assistance from NHTSA, other analysts and NHTSA's FARS contractor support, as necessary;
- Coding all required data elements for each case on the FARS accident, vehicle, driver and person level forms;
- Entering and transmitting all data using the FARS microcomputer data entry (MDE) system within 120 days following the crash/fatality;
- Updating and/or correcting data elements as additional information is received or errors identified and
- Responding to specific requests from NHTSA for data, case records, reports, state manuals, recommendations, comments, and suggestions.

B. FARS QUALITY CONTROL

It is critical that each recipient complies with the quality control portion of the FARS program in its entirety. Compliance with the FARS quality control objectives ensures that the FARS, as an important resource of data, continues to be reliable. This portion of the FARS program consists of three elements Timeliness, Accuracy/Consistency, and Completeness.

1. Timeliness

Timeliness is measured by the length of time between crash/fatality occurrence and entry of the case into the Case Management System (CMS) and then into the FARS data file. Timeliness will have two associated measurements. The first measurement corresponds to the time between crash/fatality occurrence and entry of the initial case report into the CMS. The second measurement corresponds to the time between the crash/fatality occurrence and completion of data entry for the case in the FARS data file. The recipient should enter the initial case report onto the CMS file no later than two weeks following the crash/fatality. After holiday periods¹, the recipient should enter the initial case report within one day following the end of that period. The recipient should complete each case report on the FARS file within 120 calendar days following the crash/fatality.

2. Accuracy and Consistency

Accuracy is measured by the degree to which coded information is correctly transcribed and entered into the NHTSA FARS file. Monitoring for accuracy includes cross checks and range checks to identify entry errors and comparison of data elements to determine duplication of case records. Consistency is measured by assessing the correctness of the interpretation of case documentation and the coding of the related data elements in the NHTSA FARS file. Consistency is monitored by checking the accuracy of coded data elements and by recoding a sample of FARS cases from each jurisdiction, using the PARs and all other pertinent documentation. NHTSA will provide information on possible inconsistencies and inaccuracies to the recipient through the FARS microcomputer data entry system (MDE) in the state and through direct feedback from NHTSA headquarters. The recipient must correct errors and assure the highest standards of quality in the final data. NHTSA will sponsor periodic recoding audits using the original source data in each state to assess the level of inconsistencies and inaccuracies in that state's FARS data. The Accuracy and Consistency goal for each recipient is to have less than 2% of the entries for each element incorrectly coded or entered. NHTSA shall inform each recipient when the result of the audit activities indicates that this goal was not met.

¹ A holiday period is defined as follows:

If the holiday falls on Monday, the holiday period is from 6:00 pm Friday to 5:59 am Tuesday.
 If the holiday falls on Tuesday, the holiday period is from 6:00 pm Friday to 5:59 am Wednesday.
 If the holiday falls on Wednesday, the holiday period is from 6:00 pm Tuesday to 5:59 am Thursday.
 If the holiday falls on Thursday, the holiday period is from 6:00 pm Wednesday to 5:59 am Monday.
 If the holiday falls on Friday, the holiday period is from 6:00 pm Thursday to 5:59 am Monday

3. Completeness

Completeness is measured by the degree to which unknown and blank entries are made for particular data elements. A report identifying data elements with a large proportion of blank and/or unknown entries is available each day on the NHTSA Intranet and on the analyst's workstation. Completeness is also evaluated by determining if the NHTSA FARS file contains the appropriate number of cases for any given month, based upon independently reported monthly fatality counts from the recipient and from previous trends. NHTSA monitors completeness through its quality control, pending case and monitor reports. To comply with the Completeness requirement, each recipient should ensure that less than 5 percent of the entries for each data element are blank or unknown. In the event that a data element has higher than 5 percent blank or unknown entries, a reduction of at least 25 percent from the previous year's percent of blank or unknown entries for that data element will be acceptable.

4. Quality Control Reports

Reporting by each recipient on the difficulties encountered in meeting the three elements of the FARS quality control program is important to the FARS program. These reports will identify factors and issues to be considered in revising FARS data elements, coding procedures, data collection forms and data entry procedures and developing remedial strategies.

If the recipient fails to meet any of the quality control goals in a specific year, the recipient shall provide a report to the FARS Contracting Officer's Technical Representative (COTR) and to the FARS Regional Operations Manager (ROM) at NHTSA Headquarters by July 15th of the following year on the problems that lead to the failures and proposed steps to address these problems. For example, the recipient's reports on quality control for the year 2007 FARS data shall be due by July 15, 2008.

C. SPECIFIC REQUIREMENTS

TASK 1. CASE TRACKING PROCEDURE(S):

The recipient shall develop and maintain all appropriate procedures necessary to track the status of each motor vehicle traffic crash resulting in a fatality within 30 days of the crash. This system must include a component that provides identification and basic information on these crashes within the time limits specified in Task 2.2.

TASK 2. DATA REPORTING:

[2.1] The recipient shall use the FARS Microcomputer Data Entry (MDE) system to report monthly fatality counts every month on or before the first working day after the 20th of the month. The number of months for which data shall be reported includes all months beginning with January of the previous year through the month immediately preceding the month during which the report is issued. For example, the report for May, 2007 will consist of monthly fatality data for the recipient's state for the period January 2006-April 2007.

[2.2] For all fatalities that occur within 30 days of a motor vehicle traffic crash, the recipient shall encode required data. The coded information shall consist of the required data elements pertaining to the crash and each involved driver, vehicle, and person (as defined by the FARS Coding and Validation Manual in effect at the time of coding). The recipient shall expend every reasonable effort to acquire the necessary and required data from all sources within the state. The recipient shall expend every reasonable effort to seek and develop alternative data sources when state or other sources for specific data elements are inadequate to meet the FARS data requirements. The recipient should submit basic information to the CMS within two weeks of each reportable crash/fatality. The recipient should submit basic information on each crash/fatality that occurs within a holiday period within 1 day of the end of the holiday period. The recipient should complete final data entry of every case in the FARS MDE System within 120 days of the crash/fatality.

[2.3] FARS analysts and supervisors are required to complete FARS Training in order to learn how to determine whether a crash/fatality meets the criteria for inclusion in FARS and to accurately interpret, code and enter FARS data according to Federal standards. The only state personnel authorized to perform this work are trained FARS analysts. Accordingly, the decision for inclusion or exclusion of a case or fatality with respect to the FARS database shall rest with the FARS analyst.

The recipient shall refrain from pre-screening potentially fatal accident cases prior to the FARS analysts' review for inclusion/exclusion.

The recipient shall provide the FARS analyst(s) full access to all readily available and useful information sources (e.g., PAR, vehicle /driver data).

The recipient shall assist the FARS analyst(s) in gaining access to useful information sources that may not be readily available (e.g., death certificates, coroner's reports, BAC data, out-of-state vehicle/driver data).

For audit purposes, the recipient shall maintain a file of all crash fatalities ruled as not qualifying for FARS along with the rationale for exclusion. This will serve both as a quality control tool and as a method for the recipient or NHTSA to readily justify to media or inquiring individuals why certain known cases do not appear in the national FARS database.

[2.4] The recipient shall provide the data from subtask [2.2] according to standards of data quality established by NHTSA, as stated in the section on FARS Quality Control. When requested, the recipient shall provide the reports specified above in the quality control section.

[2.5] The recipient must adhere to the FARS Microcomputer Policy statement. The recipient must not write automated procedures to process or modify information within the FARS MDE system without written permission from the FARS Program Manager at NHTSA headquarters. The recipient must assure that all computer equipment and other material supplied by NHTSA in support of this effort is safe, secure and undamaged at all times.

TASK 3. TRAINING:

[3.1] The recipient shall assure that all newly hired FARS analysts complete the standard New Analyst Training at the first available opportunity. This includes making provision for new analysts to travel out of state to attend the weeklong classroom training. This training is a requirement for all personnel who interpret, code and enter FARS data.

[3.2] Since training is critical to the performance of this Cooperative Agreement and since NHTSA provides the funding for training travel, the recipient shall assure that FARS analysts and involved supervisors travel out of state to attend the FARS Annual System-wide Training sessions, not exceeding five (5) days each year, and to attend all other scheduled NHTSA sponsored FARS training sessions.

[3.3] The recipient shall allow their personnel to travel out of state for the purposes of training other state FARS personnel at the request of FARS Contracting Officer's Technical Representative (COTR) or NHTSA Headquarters FARS personnel.

TASK 4. DEVELOP AND MAINTAIN STATE FARS PROCEDURE MANUAL:

The recipient shall maintain a state FARS procedures manual. The manual shall describe the procedures used within the recipient state to collect, acquire, and compile all required data for each FARS case. The manual shall describe all agencies within (or outside of) the state contacted during the routine course of preparing and obtaining data for entry onto the FARS. The manual shall be reviewed by the recipient and updated annually to reflect changes to state procedures necessary for obtaining FARS data. Updated procedures manuals shall be forwarded in an electronic format to the COTR and ROM by April 15 of each year.

TASK 5. RECORD KEEPING AND SECURITY:

To conduct FARS activities in the state, the FARS analyst(s) collect various documents in hardcopy files that would not otherwise exist in the state. These documents will be referred to as FARS Records for the purpose of this task.

The recipient shall maintain FARS Records in a secure environment with strict access controls. Preferably, FARS Records shall be under lock-and-key and only available to the FARS personnel in the state.

For quality control and audit purposes, the recipient shall retain FARS Records for the current data collection year plus the three prior years.

In the course of data entry, the FARS CMS/MDE system will assign a case number to every case accepted into the FARS file. The recipient shall not use or maintain the FARS case number on any other state computer system or state hardcopy file. Neither the FARS analyst(s) nor the recipient shall reveal or provide the FARS case number for any specific case to anyone.

The recipient shall not respond to any request for information or PARs that use or include FARS case numbers as the case identifier except as approved in advance in writing by the NHTSA Headquarters FARS Program Manager. Document files, spreadsheets, databases and logs maintained on the FARS workstations or in hardcopy as an aid to the FARS analysts' case processing shall be subject to the same protection with regard to FARS case numbers as the FARS file itself.

TASK 6. RELEASE OF DATA:

FARS files are made available to the public for review and analysis after all conditions of quality control and privacy are met. FARS files are released to the public upon approval of the NHTSA Administrator.

There are two scheduled releases of the annual files. During August of each year, the Annual Report version of the FARS file is released for public use. This file contains all reported cases and case data for the prior calendar year. This file is used for the Agency crash publications and reports to Congress.

A second, and final, release of the FARS annual files occurs approximately eight months after the first release. This release is referred to as the FINAL file. The FINAL file contains some additional cases and case data that had not been reported from local jurisdictions at the time the Annual Report version was published.

FARS national data files and statistics from the national FARS file shall not be released to any individual or organization prior to Agency approval without written consent from FARS Headquarters Management.

State data and statistics from the FARS state file shall not be released to any individual or organization prior to Agency approval without written consent from FARS Headquarters Management, with the following exception:

The FARS state office personnel may distribute their own state data (excluding the FARS case numbers) to any organization provided that the distribution adheres to state policy and the requirements of the following paragraph.

Public Law 89-564 provides that accident data shall be made available to the public in a manner that does not identify individuals. In accordance with these provisions, the grantee shall not release any FARS data or record containing personal identifiers or any other data or record from which it is possible to link a personal identifier with any FARS data or record. For the purposes of this provision, personal identifiers include name, address, telephone number, social security number, death certificate number, police accident report number, longitude, latitude, and the last 5 digits of the vehicle identification number. This provision shall not be deemed to limit the release of information to NHTSA FARS Headquarters staff or their authorized designees.

TASK 7. RESPOND TO SPECIAL REQUESTS:

The recipient shall be required to forward specific information pertaining to one or more FARS cases, documentation, and reports upon requests from NHTSA headquarters.

TASK 8. PROMOTE THE USE OF FARS DATA:

The recipient shall encourage the use of FARS data by other organizations within the state. This task may be accomplished in various ways ranging from responding to data requests to developing and implementing programs informing other organizations of the type and quantity of available FARS data. This task is considered secondary to the timely gathering, coding and entering of FARS data, and resources for this task should not exceed 10% of the cost of the state's support of the FARS program for each year.

TASK 9. REPORTING OF ACTUAL COSTS:

Each year, the recipient will submit a report to the COTR with a copy to the ROM showing the actual costs spent during the previous calendar year. This report will be due on April 1 of each year. It shall contain the individual costs spent, by each cost category, as well as the yearly total.

TASK 10. (OPTIONAL) PARTICIPATE IN THE FARS CODING COMMITTEE OR THE FARS INFORMATION TECHNOLOGY ADVISORY PANEL (ITAP):

(This task is limited to those states that have a FARS Coding Committee member or a FARS ITAP Committee member. Membership on these committees will be selected according to NHTSA policies and rotate among representatives of all states)

The FARS Coding Committee consists of a small group of FARS analysts and supervisors that represents the entire field staff and acts as an advisory board to the FARS Program Manager. This group reviews potential coding changes to see how they would impact the entire field staff, identifies operational problems and suggests solutions, plans and executes training sessions for the system wide training course and acts as a sounding board for new and innovative ideas that may be considered for full system implementation.

The FARS ITAP committee consists of a small group of FARS analysts and supervisors that represents the entire field staff and acts as an advisory board to the FARS Program Manager. This group reviews potential issues regarding the automation systems and processes in the field to see how they affect the entire field staff, identifies operational problems and suggests solutions, plans and executes training sessions for the system wide training course and acts as a sounding board for new and innovative ideas that may be considered for full system implementation.

The ability to make out of state travel for participation in one of these groups is mandatory. The expected labor load is 80 hours per year, per participant. The number of out-of-state trips will be no more than 2 three-day trips per year.

V. PERFORMANCE AWARDS

Each year, recognition will be given to FARS staff in states whose overall performance for the previous year was satisfactory² and who met one of the following criteria in that year:

1. The state that showed the greatest reduction in missing data from its average of the previous five years.
2. The state that showed the greatest reduction in the percent of missing data from its average of the previous five years.
3. The state that showed the lowest percentage of errors in the annual accuracy/consistency audit.
4. All states recommended by NHTSA staff whose performance met all goals of timeliness, accuracy/consistency and completeness.

The recognition will be in the form of an invitation to NHTSA headquarters in Washington, DC for a series of special activities in recognition of their performance. All FARS analysts and supervisors will be invited to represent their state. The activities will include:

- A banquet featuring speeches by automotive safety experts and individual recognition for the invitees.
- A plaque recognizing their performance.
- A series of meetings where the invitees will discuss the reasons for their successes with NHTSA analysts.
- A meeting with the heads of NHTSA and DOT. (if possible)
- A meeting with congressmen and senators from their home states. (if possible)

Each invitee will also receive a cash bonus (spot award - depending on NHTSA rules) amounting to at most 10% of their annual FARS salary.

VI. NHTSA INVOLVEMENT

NHTSA will be involved in all activities undertaken as part of the FARS Program and will provide a Contracting Officer's Technical Representative (COTR) to:

1. Participate in the planning and management of the FARS and to coordinate activities between the Grantee and NHTSA.
2. Coordinate activities between the Grantee and the Government.
3. Work with the Grantee and public and private sector organizations to further the goals and objectives of the program.

² A state's performance will be considered satisfactory if at least 90 percent of the state's cases met the goals for timeliness, accuracy/consistency and completeness

VII. FINANCIAL ADMINISTRATION

A. APPROVED PROJECT BUDGET:

The approved Project Budget is incorporated herein (See Appendix A) and is part of this Cooperative Agreement. Any reallocation of funds among budget items which does not result in an increase to the current Approved Project Budget will require the submission of a Revised Project Budget by the Grantee and written authorization from the NHTSA Contracting Officer (CO). Any reallocation of funds among budget items that will cause an increase to the Approved Project Budget will require a Revised Project Budget by the Grantee and the execution of a formal modification to this Cooperative Agreement. Revisions to the Approved Project Budget or program plans will be approved in accordance with NHTSA's General Provisions for Assistance Agreements, dated 7/95.

The approved five year Project Budget is stated below:

	Performance Period	Approved Budget
Year 1	04/01/2007 – 03/31/2008	\$ 77,327.00
Year 2	04/01/2008 – 03/31/2009	\$ 78,290.00
Year 3	04/01/2009 – 03/31/2010	\$ 81,003.00
Year 4	04/01/2010 – 03/31/2011	\$ 83,828.00
Year 5	04/01/2011 – 03/31/2012	\$ 86,664.00
	Total	\$ 407,112.00

B. FEDERAL FUNDING:

The total not-to-exceed amount of Federal Funding to be provided under this Cooperative Agreement is **\$407,112.00**.

The current Obligated Funding for Cooperative Agreement DTNH22-07-H-00132 is **\$45,642.00**. The Obligated Funds are expected to defray the cost of performance from the Cooperative Agreement Effective Date through **October 31, 2007**. The current amount of Federal funds available may be increased at any time by the NHTSA Contracting Officer, subject to available appropriations, without concurrence of the Grantee. The Grantee shall not incur costs to be charged to the NHTSA, nor shall the NHTSA be obligated to reimburse the Grantee in excess of the Federal funds available under the Cooperative Agreement.

C. IN-KIND CONTRIBUTION:

Not Applicable

D. PAYMENTS:**1. Minimum Requirements for Payment**

All costs claimed for reimbursement and payment, including the final payment, shall be submitted on a Standard Form 270, Request for Advance or Reimbursement, or any other format pre-approved by the Contracting Officer. The Grantee shall submit a claim for reimbursement by the 10th day of each month. (See <https://intranet.fars.us>, Performance Deliverables/Milestones Schedule). The information required for each reimbursement claim shall, at minimum, contain the following:

- a. Grantee's Name
- b. All vouchers shall include a reference to NTHSA's Cooperative Agreement No. DTNH22-07-H-00132
- c. Invoice Number
- d. Invoice Date
- e. Contract Specialist or Contracting Officer's Name
- f. COTR's Name
- g. Grantee's TIN
- h. Grantee's DUNS
- i. Direct Labor Cost, including hours and hourly rates
- j. The period of performance for the costs claimed
- k. Current and cumulative amounts of the following item costs: direct labor; fringe benefits; material costs; consultant costs; subGrantee costs; travel costs itemized including origin and destination; and any other supporting data for unusual expenditures.

2. Where to send Reimbursement Claims

The Grantee shall submit one (1) original invoice to:

**DOT/NHTSA
Mike Monroney Aero Center
Accounts Payable Branch, AMZ-150
P.O. Box 268911
Oklahoma City, OK 73126**

3. Overtime

The Grantee shall not incur, nor will the government reimburse the Grantee, for any "Overtime Premium" unless a request for Overtime is submitted to the Contracting Officer in advance and the Contracting Officer approves the Overtime request, in writing, prior to working said overtime. In requesting Overtime, the Grantee shall justify, in writing, the need to work Overtime and what actions were taken to help mitigate the need for Overtime. The Grantee shall also include the names of individuals proposed for overtime, the number of overtime hours requested for each, and their associated "Overtime Premium". Only those individuals who actually receive an "Overtime Premium" will be eligible for "Overtime

Premiums. The Grantee will only be eligible for overtime charges if its employee has dedicated his/her entire "Normal Workweek" to FARS related work. The Grantee also must have an overtime policy that allows its employees to charge for overtime.

- a. "Normal Workweek", as it applies to the Cooperative Agreement means work performed by an individual under this Cooperative Agreement that does not exceed 40 hours per week.
- b. "Overtime" as it applies to this Cooperative Agreement means work performed by an individual under this Cooperative Agreement that exceeds 40 hours per week.
- c. "Overtime Premium" is the difference between the contractor's regular rate of pay working within his/her "Normal Workweek" and the hourly rate paid to an individual for working "Overtime".

4. Payment Approval

The NHTSA Contracting Officer or designee (Contract Specialist) shall approve all payments made under this Cooperative Agreement. Payments are subject to the acceptance of satisfactory performance and certification by the COTR that the amount requested in the Grantee's invoice is appropriate and correct.

VIII. PERIOD OF PERFORMANCE

The period of performance is from April 1, 2007 through March 31, 2012.

IX. NHTSA PROJECT OFFICER

The NHTSA designated Project Officer for this Project, who is also referred to as the NHTSA Contracting Officers Technical Representative (COTR), is Ms. Catherine E. Downs. While this list is not exhaustive, some of the major responsibilities of the NHTSA Project Officer or the NHTSA COTR are as follows:

1. To provide information and technical assistance from available Government resources as determined appropriate by the NHTSA COTR;
2. To provide liaison with other Government/private agencies as appropriate;
3. To stimulate the exchange of ideas and information among recipients of related projects through periodic meetings; and
4. To certify whether the goods or services were satisfactorily rendered under each invoice for this Project.

Contact information for designated COTR:

Ms. Catherine E. Downs
National Center for Statistics and Analysis, NPO-112
1200 New Jersey Avenue, SE, W53-306
Washington, DC 20590
Telephone: (202) 366-4257
Fax: (202) 366-3189
Email: catherine.downs@dot.gov

X. GRANTEE'S PROJECT OFFICER

Contact information for Grantee:

Terri Monaghan
Louisiana Department of Transportation
Office of Planning and Programming
1201 Capitol Access Road
Baton Rouge, LA 70804
Phone: (225) 379-1941
Fax: (225) 242-4552
Email: terrimonaghan@dotd.la.gov

XI. SPECIAL PROVISIONS

A. SEAT BELT USE POLICIES AND PROGRAMS

In accordance with Executive Order 13043, the recipient of this award is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. Information on how to implement such a program or statistics on potential benefits and cost-savings to companies or organizations can be found in the Buckle-Up America section on NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in Washington, DC dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user-friendly program kit and an award for achieving the goal of 85 percent seat belt use. NETS can be contacted at 1 (888) 221-0045, or visit its web site at www.trafficsafety.org.

This Special Provision shall be included in all contracts, subcontracts, and assistance agreements entered into by the recipient under this award.

B. TERMINATION

The Government may terminate this Cooperative Agreement in whole or in part, upon providing written notification to the Grantee, if the Contracting Officer determines that a termination is in the Government's best interest or the Grantee defaults in performing the work and fails to cure the default within the time specified in writing by the Contracting Officer. The Grantee may terminate this Cooperative Agreement by providing NHTSA with a sixty (60) day advanced written notice. The Grantee must deliver acceptable reports regarding the work accomplished as part of any such termination. Further, the performance under this Cooperative Agreement may be terminated in the event that the prescribed funds are not available or the performance of the effort does not produce the intended results.

XII. GENERAL PROVISIONS

The NHTSA General Provisions for Assistance Agreements, dated 7/95, are applicable to this Cooperative Agreement (See Appendix B).

XIII. ACRONYMS

The acronyms listed below may be used during the performance of this Cooperative Agreement. If the Grantee is currently using, or has used any of the acronyms listed below differently, the Grantee shall use the acronyms listed below as defined under this project only.

- Department of Transportation (DOT)
- National Highway Traffic Safety Administration (NHTSA)
- Regional Operations Manager (ROM)
- Contracting Officer (CO)
- Contract Specialist (CS)
- Contracting Officer's Technical Representative (COTR)

XIV. MODIFICATIONS

Unilateral: The NHTSA Contracting Officer (CO) has the right, under this Cooperative Agreement, to execute unilateral modifications for the following purposes:

- Provide incremental federal funding;
- Change the NHTSA Project Officer/Contracting Officer Technical Representative; and
- Make other administrative changes, which do not affect the legal obligations of the Grantee.

Bilateral: Bilateral modifications to this Cooperative Agreement may be proposed by either party, at any time during the period of performance of this Cooperative Agreement, and shall become effective upon approval by both parties.

Note: When changes are made and when deemed appropriate, the Government may supply the Grantee with replacement pages to the Cooperative Agreement.

XV. REPORTING REQUIREMENTS AND DELIVERABLES/MILESTONES OF THE COOPERATIVE AGREEMENT

A. DELIVERABLES/MILESTONES

The Deliverables/Milestones required by the grantee for this Cooperative Agreement are located at <https://intranet.fars.us>.

B. RIGHTS IN DATA

Rights in Data will be determined in accordance with the NHTSA General Provisions for Assistance Agreements, dated 7/95.

C. PROTECTION OF PROPRIETARY INFORMATION

Subject to the provisions of 5 U.S.C. § 552(b)(4) and 49 CFR Part 512, NHTSA shall keep confidential any Proprietary Information or Data disclosed by the Grantee to NHTSA in the performance of this Cooperative Agreement. Any Proprietary Information or Data submitted to NHTSA by the Grantee for which confidentiality is requested must be clearly marked and submitted in accordance with regulation at 49 CFR Part 512.

D. DISPUTES

The parties to this Cooperative Agreement shall communicate with one another in good faith and in a timely and cooperative manner when raising issues under this Disputes provision. Any dispute, which for the purposes of this provision includes any disagreement or claim, between NHTSA and the Grantee concerning questions of fact or law arising from or in connection with this Cooperative Agreement and whether or not involving alleged breach of this Cooperative Agreement, may be raised only under this Disputes provision.

Whenever a dispute arises, the parties shall attempt to resolve the issues involved by discussion and mutual agreement as soon as practical. In no event shall a dispute that arose more than three months prior to the notification made under the following paragraph of this provision constitute the basis for relief under this article unless NHTSA waives this requirement.

Failing resolution by mutual agreement, the aggrieved party shall document the dispute by notifying the other party in writing of the relevant facts, identify unresolved issues and specify the clarification or remedy sought. Within five working days after providing written notice to the other party, the aggrieved party may, in writing, request a decision from the Contracting Officer. The other party shall submit a written position on the matters in dispute within thirty calendar days after being notified that a decision has been requested. The Contracting Officer shall conduct a review of the matters in dispute and may render a decision in writing within thirty calendar days of receipt of such written position. Any decision of the Contracting Officer is final and binding unless a party shall, within thirty calendar days, request further review as provided below.

The dispute shall be further reviewed, upon the Grantee's written request to NHTSA, Director, Office of Acquisition Management, or designee, made within thirty calendar days after the Contracting Officer's written decision or upon unavailability of a decision within the stated time frame under the preceding paragraph, the dispute shall be further reviewed. The NHTSA Director of the Office of Acquisition Management, or designee, shall conduct the review. Following the review, the NHTSA Director of the Office of Acquisition Management, or designee, will resolve the issues and notify the parties in writing. Such resolution is not subject to further administrative review and to the extent permitted by law, shall be final and binding. Nothing in this Cooperative Agreement is intended to prevent the parties from pursuing disputes in a United States Federal Court of competent jurisdiction.